

Exhibit I

From: [Molly Graver](#)
To: [Jordan C. Alaimo](#)
Cc: [Michael E. Condon](#); [David Gardner](#); [Robert Blumenthal](#); [Babette Rutman](#); [Robert Flanagan](#)
Subject: View at Mackenzi
Date: Thursday, June 27, 2019 11:08:16 AM
Attachments: [View.MacKenzie.sales.Stipulation.docx](#)
[Stipulated Agreement \(View at Mackenzi\) \(00282689-2xA3617\).docx](#)
[ATT00001.txt](#)

Jordan,

Attached please find the draft Stipulation sent to us by the DOJ, and our revisions which are contained in the second Word attachment.

We would like to get the approval of Seller and the Title Insurance Company to the Stipulation, and once a final version is agreed upon, send it to the DOJ and SEC for review and approval.

Please review and get back to us as soon as possible.

Thank you.

Molly

Elizabeth R. Graver, Esquire
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In Re: The Matter of the Sale of:

THE PREMISES AND REAL PROPERTY WITH BUILDINGS, APPURTENANCES, AND IMPROVEMENTS AT THE PREMISES, BUILDINGS, APPURTENANCES, IMPROVEMENTS, AND REAL PROPERTY AT ~~9000 OLD STATION ROAD,~~ ~~CRANBERRY~~ ***** TOWNSHIP, PENNSYLVANIA, KNOWN AS ~~EDEN SQUARE APARTMENTS~~ *****, A MULTI-FAMILY RESIDENTIAL APARTMENT COMPLEX, OWNED BY ~~CRANBERRY VISTA APARTMENTS~~ ***** LLC, SITUATE IN THE COUNTY OF ~~BUTLER~~ *****, PENNSYLVANIA, BEING KNOWN AS LOT NUMBER 2 IN THE DAVIS SUBDIVISION PLAN ***** AS RECORDED IN THE RECORDER'S OFFICE OF ~~BUTLER COUNTY~~ *****, PENNSYLVANIA ON ~~JANUARY 10, 2014~~ ***** IN PLAN BOOK VOLUME ~~339~~ *****, PAGE NUMBER ~~43~~ ***** AS INSTRUMENT # ~~201401100000776~~ *****.

STIPULATED AGREEMENT REGARDING PROCEEDS FROM THE SALE OF ~~EDEN SQUARE APARTMENTS~~ *****

IT IS HEREBY STIPULATED and agreed upon by and between the parties, the United States of America, by its attorney, James P. Kennedy Jr., United States Attorney for the Western District of New York, Mary Clare Kane, Assistant United States Attorney, of counsel; ~~James~~ Bonsignore *****, Esq., of counsel to ~~Cranberry~~ Vista Apartments ***** LLC, ~~Old Republic National~~ ***** Title Insurance Company, ~~Landview Title Agency LLC~~ and ~~Samuel Silverman~~ *****, Esq., of counsel to ~~Freshcorn Square DE 1~~ ***** LLC and ~~Freshcorn Square DE 2~~ ***** LLC, that ~~with~~ the net proceeds from the sale of the above-~~encaptioned~~ referenced property (hereinafter referred to as "~~Eden Square Apartments~~ *****") shall be deposited with a payment shall be made to the United States Marshal Service for the

Western District of Pennsylvania in the form of a certified bank check to be held in its Seized Assets Deposit Fund as the substitute res until resolution is reached in criminal and forfeiture litigation attendant to the case known as United States v. Robert Morgan et al, 18-CR-108-EAW with respect to those proceeds or until further order of the Federal Court.

On May 21, 2019, a federal grand jury returned a Superseding Indictment charging Robert Morgan, Frank Giacobbe, Todd Morgan and Michael Tremetti (the "defendants") with violations of Title 18, United States Code, Sections 1343, 1344, 1349 and 2 as well as Title 18, United States Code, Section 1956(h). Indictment Number 18-CR-108-EAW.

The Superseding Indictment contains three (3) allegations regarding criminal forfeiture and alleges that certain Real Properties are subject to forfeiture, as applicable, pursuant to Title 18, United States Code, Sections 981(a)(1), 982(a)(1), 982(b)(1), 981(a)(1)(C), and Title 28, United States Code, Section 2461(c) in that the Real Properties (1) constitute or are derived from proceeds traceable to the offense of conviction; (2) are property constituting, or derived from proceeds obtained, directly or indirectly, as a result of such offenses of conviction and the commission of violations of Title 18, United States Code, Sections 1343, 1344, 1349 and 2 (Bank and Wire Fraud and Conspiracy); and (3) are involved in such offense and any property traceable to such property and the commission of violations of Title 18, United States Code, Sections 1956(h) (Money Laundering Conspiracy).

While ***** is not specifically referenced in the ~~Eden Square Apartments is named in all three (3)~~ Forfeiture Allegations of the Superseding Indictment as being

subject to forfeiture in the event of conviction, the parties understand that the property may be subject to either civil or criminal forfeiture in the near future.

A sale of ~~Eden Square Apartments~~ ***** ~~-accordin~~ according to the terms and conditions of a certain contract entered into on ~~May 2~~ **** ~~**, 2019~~ between ~~Cranberry Vista Apartment~~ ***** /Robert Morgan, Manager, as seller, and ~~Freshcorn Square, DE 1~~ ***** LLC ~~and Freshcorn Square DE 2 LLC~~ by ~~Asher Handler~~ ***** (Authorized Signatory), as purchaser, is pending and set to close on ~~June 6~~ ***** ~~**, 2019~~ or shortly thereafter once the Seller is able to deliver marketable title to the property.

The parties agree that the seller, ~~Cranberry Vista Apartments~~ *****, LLC/Robert Morgan as Manager, shall execute all necessary documents as required by the attorney for this purchase, to transfer clear title to ~~Freshcorn Square DE 1~~ ***** LLC ~~and Freshcorn Square DE 2, LLCs~~, a bona fide purchaser for value.

~~Old Republic National~~ ***** Title Insurance Company ~~or Landview Title Agency LLC~~ as escrow agent for the closing, will pay all valid lienholders, taxes, customary fees and charges attendant to the sale of the real estate in the County of ~~Butler~~ ****, **** ~~and~~ Commonwealth of Pennsylvania, including reasonable attorney fees, and thereafter will make payment of the net proceeds from the sale to the United States Marshals Service in a certified check in an amount provided by a closing statement prepared for the sale of the ~~Eden Square Apartments~~ ***** by ~~James J. Bonsignore~~ *****, Esq., attorney for ~~Cranberry Vista Apartments~~ *****, LLC/ Robert Morgan as

Manager, the seller, disclosed to and agreed to by the parties hereto in advance of the closing and ~~Old Republic National~~***** Title Insurance Company ~~or Landview Title Agency, LLC~~ will tender payment of said net proceeds check to the United States Attorney's Office for the Western District of New York at or immediately after said closing.

The United States Marshals Service shall hold the sale proceeds in its Seized Assets Deposit Fund as the substitute res until the conclusion of the pending criminal and any civil or criminal forfeiture litigation in United States v. Robert Morgan, et al, 18-CR-108-EAW or related proceedings, or upon an order of the Court. Notwithstanding anything contained herein, in any forfeiture statute, or in any other ~~other~~ provision governing or affecting the rights of third parties not named in the superseding indictment, any such third party claiming an interest in the sale proceeds that are the subject of this Stipulated Agreement may apply to the Court at any time, on notice, for release or other disposition of those funds as provided by federal law.

The seller agrees that no proceeds shall be caused to be transferred in any manner to ~~Cranberry Vista Apartments~~*****, LLC, Robert Morgan or any of his family members, agents, other defendants or entities until further federal court order.

Seller and Purchaser represent that there are no conflicts of interest with respect to the pending sale of ~~Eden Square Apartments~~*****.

It is further agreed and stipulated that none of the parties shall be liable to the other for attorney fees, costs, and expenses, interest, or any other relief not specifically provided for in this agreement.

Buffalo, New York, June ~~**~~5, 2019.

JAMES P. KENNEDY, JR.
United States Attorney

By: _____
MARY CLARE KANE
Assistant United States Attorney
United States Attorney's Office
Western District of New York
138 Delaware Avenue
Buffalo, New York 14202
(716) 843-5700 ext. 809
Mary.Kane@usdoj.gov

Dated: June 2019

~~James Bonsignore~~_____, Esq.
~~Woods Oviatt Gilman, LLP~~
.....
~~1900 Bausch and Lomb~~
~~Place~~_____*****
Rochester, New York
585-~~***987-***5903~~
~~jbonsignore~~*****@~~woodsoviatt~~*
_____.com

Dated: June 2019

~~Samuel Silverman~~*****_, Esq.
~~The Silverman~~*****Law Firm, PLLC
~~845-517-0351~~_____*****

Dated: June 2019

Robert Morgan
Manager
~~Cranberry Vista~~
~~Apartments~~_____, LLC

Dated: June 2019

~~Asher Handler~~_____
~~Freshcorn Square, DE 1&2~~_, LLCs

____ Authorized Signatory

Dated: June 2019

~~Old Republic National~~*****
Title Insurance Company

~~Dated: June 2019~~

~~Landview Title Agency LLC~~

~~ACKNOWLEDGE, AGREED AND CONSENTED TO BY SECURITIES EXCHANGE COMMISSION,
AS PLAINTIFF, V. ROBERT C. MORGAN, MORGAN MEZZANINE FUND MANAGER LLC, and
MORGAN ACQUISITIONS LLC, AS DEFENDANTS, 19 CIV. 661 FILED MAY 21, 2019 IN
UNITED STATES WESTERN DISTRICT COURT, WESTERN DISTRICT OF NEW YORK:~~

~~Dated: June 2019~~

~~SECURITIES EXCHANGE COMMISSION~~

In Re: The Matter of the Sale of the membership interest in a newly created limited liability company into which Seller shall convey the following property:

UNITS 52A AND 52B OF COLONIAL GARDENS, A CONDOMINIUM, (PARCEL NOS. 40-000-15-005200-C052A AND 40-000-15-005200-C052B, RESPECTIVELY) TOGETHER WITH ALL UNIT BUILDINGS CONSTRUCTED THEREON, EACH UNIT'S LIMITED COMMON ELEMENTS AND SHARE OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS; AND (2) THE REAL PROPERTY WITH BUILDINGS, APPURTENANCES, AND IMPROVEMENTS THEREON HAVING PARCEL NO. 40-000-15-005000-00000. COLLECTIVELY, (1) AND (2) BEING KNOWN AS THE VIEW AT MACKENZI LOCATED AT 2035 PATRIOT STREET, NORTH CODORUS TOWNSHIP, YORK COUNTY, PENNSYLVANIA, A MULTI-FAMILY RESIDENTIAL APARTMENT COMPLEX, OWNED BY COLONIAL GARDENS L.P. AND COLONIAL CROSSINGS INVESTMENTS, L.P. (COLLECTIVELY, "SELLERS").

**STIPULATED AGREEMENT REGARDING PROCEEDS FROM THE SALE OF VIEW AT
MACKENZI**

IT IS HEREBY STIPULATED and agreed upon by and between the parties, the United States of America, by its attorney, James P. Kennedy Jr., United States Attorney for the Western District of New York, Mary Clare Kane, Assistant United States Attorney, of counsel; Elizabeth R. Graver, Esq., counsel to View at Mackenzi Acquisition, LLC ("Purchaser"), *****Title Insurance Company, and Jordan Alaimo, Esq., counsel to Colonial Gardens, L.P. and Colonial Crossings Investments, L.P., that the net proceeds from the sale of the above-referenced Property (hereinafter referred to as "Property" or "View at Mackenzi") to be effectuated through Sellers' transfer of the Property to a newly created limited liability company whose membership interest shall be purchased by Buyer, shall be deposited with the United States Marshal Service for the Middle District of Pennsylvania in the form of a certified bank check to be held in its Seized Assets Deposit Fund as the substitute res until

resolution is reached in criminal and forfeiture litigation attendant to the case known as United States v. Robert Morgan et al, 18-CR-108-EAW with respect to those proceeds or until further order of the Federal Court.

On May 21, 2019, a federal grand jury returned a Superseding Indictment charging Robert Morgan, Frank Giacobbe, Todd Morgan and Michael Tremetti (the "defendants") with violations of Title 18, United States Code, Sections 1343, 1344, 1349 and 2 as well as Title 18, United States Code, Section 1956(h). Indictment Number 18-CR-108-EAW.

The Superseding Indictment contains three (3) allegations regarding criminal forfeiture and alleges that certain Real Properties are subject to forfeiture, as applicable, pursuant to Title 18, United States Code, Sections 981(a)(1), 982(a)(1), 982(b)(1), 981(a)(1)(C), and Title 28, United States Code, Section 2461(c) in that the Real Properties (1) constitute or are derived from proceeds traceable to the offense of conviction; (2) are property constituting, or derived from proceeds obtained, directly or indirectly, as a result of such offenses of conviction and the commission of violations of Title 18, United States Code, Sections 1343, 1344, 1349 and 2 (Bank and Wire Fraud and Conspiracy); and (3) are involved in such offense and any property traceable to such property and the commission of violations of Title 18, United States Code, Sections 1956(h) (Money Laundering Conspiracy).

While View at Mackenzi is not specifically referenced in the Forfeiture Allegations of the Superseding Indictment as being subject to forfeiture in the event of conviction, the parties understand that the Property may be subject to either civil or criminal forfeiture in the near future.

A sale of View at Mackenzi according to the terms and conditions of a certain

reinstated Purchase and Sale Agreement originally dated April 19, 2019, terminated and reinstated on _____, 2019 (collectively, "Agreement") between Colonial Gardens, L.P. and Colonial Crossing Investments, L.P./Robert Morgan, Manager, as Sellers, and View at Mackenzi Acquisition, LLC by David Gardner (Authorized Signatory), as Purchaser, is pending and set to close on ***** **, 2019 or shortly thereafter if Sellers are able to deliver marketable title to the Property such as will be insured by a title insurance company licensed in Pennsylvania at regular rates, and are otherwise able to comply with Sellers' obligations under the Agreement.

The parties agree that the Sellers, Colonial Gardens, L.P. and Colonial Crossings Investments, L.P./Robert Morgan as Manager, shall execute all necessary documents as required by the attorney for this purchase, to transfer clear title to a newly created limited liability company in accordance with the terms of the Agreement, and to thereafter convey all of the membership interest in the newly created limited liability company to View at Mackenzi Acquisition, LLC, a bona fide purchaser for value, and to otherwise comply with Sellers' obligations under the Agreement.

***** Title Insurance Company as escrow agent for the closing, will pay all valid lienholders, taxes, customary fees, transfer taxes, and charges attendant to the transfer of the real estate in the County of York, and Commonwealth of Pennsylvania, to the newly created limited liability company and the sale of its membership interest to Purchaser, including reasonable attorneys' fees, and thereafter will make payment of the net proceeds from the sale to the United States Marshals Service in a certified check in an amount provided by a closing statement prepared by the Title Insurance Company and approved by the parties hereto in advance of the closing and ***** Title Insurance Company will tender

payment of said net proceeds check to the United States Attorney's Office for the Western District of New York at or immediately after said closing.

The United States Marshals Service shall hold the sale proceeds in its Seized Assets Deposit Fund as the substitute res until the conclusion of the pending criminal and any civil or criminal forfeiture litigation in United States v. Robert Morgan, et al, 18-CR-108-EAW or related proceedings, or upon an order of the Court. Notwithstanding anything contained herein, in any forfeiture statute, or in any other provision governing or affecting the rights of third parties not named in the superseding indictment, any such third party claiming an interest in the sale proceeds that are the subject of this Stipulated Agreement may apply to the Court at any time, on notice, for release or other disposition of those funds as provided by federal law.

The seller agrees that no proceeds shall be caused to be transferred in any manner to Colonial Gardens, L.P., Colonial Crossings Investments, L.P., Robert Morgan or any of his family members, agents, other defendants or entities until further federal court order.

In consideration of the foregoing, the United States of America hereby fully, finally, irrevocably and unconditionally relinquishes, releases, and discharges the Property and the Purchaser, its successors, predecessors, assigns, parent companies, holding companies, subsidiaries, affiliates, insurers including without limitation _____ Title Insurance Company, customers, officers, directors, shareholders, employees, agents, attorneys, representatives, and all those claiming by, through or under it, of any and all claims, including but not limited to, agreeing that it shall not pursue civil or criminal forfeiture against the Property and/or the membership interest purchased by Purchaser.

Seller and Purchaser represent that there are no conflicts of interest with respect to

the pending sale of View at Mackenzi.

It is further agreed and stipulated that none of the parties shall be liable to the other for attorneys' fees, costs, and expenses, interest, or any other relief not specifically provided for in this agreement.

Buffalo, New York, June **, 2019.

JAMES P. KENNEDY, JR.
United States Attorney

By: _____
MARY CLARE KANE
Assistant United States Attorney
United States Attorney's Office
Western District of New York
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Dated: June __, 2019

Jordan Alaimo, Esq.
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Pittsford, New York, 14534
585-419-8855
jalaimo@HarrisBeach.com

Dated: June __, 2019

Elizabeth R. Graver, Esq.
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2030 Tilghman Street
Suite 202
Allentown, PA 18104
610-432-1590
mollyg@plunkettgraver.com

[signature page continues on next page]

Dated: June __, 2019

Colonial Gardens, L.P.

By: Morgan CG GP, LLC, its General Partner

By: Morgan Colonial Gardens, LLC,
its sole member

By: _____
Name: Robert C. Morgan
Title: Manager

Dated: June __, 2019

Colonial Crossings Investments L.P.

By: Morgan CG GP, LLC, its General Partner

By: Morgan Colonial Gardens, LLC,
its sole member

By: _____
Name: Robert C. Morgan
Title: Manager

Dated: June __, 2019

View at Mackenzi Acquisition, LLC

By: _____
Name: David Gardner
Title: Authorized Signatory

Dated: June __, 2019

***** Title Insurance
Company

ACKNOWLEDGED, AGREED AND CONSENTED TO BY SECURITIES EXCHANGE
COMMISSION, AS PLAINTIFF V. ROBERT C. MORGAN (BALANCE OF CAPTION TO BE
INSERTED)

Dated: July __, 2019

Securities Exchange Commission